

**Local Agency**  
**Sample Addendum to State of California CAL-Card Program**  
**Master Service Agreement 5-00-CC-02**

This Addendum to the State of California Purchase Card Program Master Service Agreement (DGS MSA 5-00-CC-02), as amended (the "Agreement") between the Department of General Services ("DGS") on behalf of the State of California and U. S. Bank National Association ND (U.S. Bank), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by the *Local Agency Name* ("Name") for the purpose of becoming a "Participating Local Agency" as that term is defined in the Agreement.

**RECITALS:**

- A. DGS has entered into the Agreement for the purpose of making available for Participants' use a procurement card program as described in the Agreement; and
- B. The Agreement contemplates the inclusion of Participants by a process of voluntary execution of an addendum; and
- C. The Name has received a copy of the Agreement and after thorough review of the Agreement desires to become a Participating Local Agency as that term is defined in the Agreement.

**AGREEMENT:**

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Name, (contractor name) agree as follows:

- 1. The Name agrees to accept and perform all duties, responsibilities and obligations required of a Participating Local Agency as set forth in the Agreement. CAL-Cards shall be issued to Designated Employees of the Name upon execution of a Primary Contact Reference form (in substantially the form set forth in Rider A\* attached hereto and incorporated herein) by departments and administrative units of the Name. The Name authorizes such departments and administrative units to act on its behalf with respect to CAL-Cards issued to Designated Employees of the respective departments and administrative units. U.S. Bank shall submit invoice(s) to the office(s) designated in the Primary Contact Reference forms provided by departments and administrative units executing Rider A and shall report to the Billing Office Contact at the departments and administrative units executing Rider A.
- 2. U. S. Bank is authorized to place the seal or logo of the Name on the CAL-Cards issued to Designated Employees of the Name for the sole purpose of identifying the card for official use only and if consistent with the final card design. Such seal or logo shall be subject to use limitations as apply under paragraph 4 (a) of the Agreement.
- 3. The Name shall make monthly payments as provided in the Agreement of U. S. Bank of the full amount of the Total Participant Monthly Balance by causing a check or checks or a warrant or warrants to be issued payable to the order of U.S. Bank on demand or by use of an Automated Clearing House or Electronic Data Interchange to make such payment to U. S. Bank.

\* Actual addendum and Rider A form will be provided by Contractor.

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4. The Name shall provided U. S. Bank with a copy of its audited financial statements within 60 days of completion and, upon request U. S. Bank, such other financial information as may be reasonably requested.

5. Delivery of CAL-Cards to Designated Employees of the Name shall be within five (5) business days after receiving completed U. S. Bank account set-up forms, but in no case earlier than five (5) business days after the Initial Implementation Meeting.

6. The Name declares that CAL-Cards shall be used for official Name purchases only, and shall not be used for individual or consumer purchases nor to incur consumer debt. The Name warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Addendum and the Name will not allow purchases to be made with CAL-Cards or incur any other financial obligation hereunder or under the Agreement prior to determining that existing appropriations available therefore are sufficient in amount to pay for such purchases or such other financial obligations.

7. The notice address for the Name is:

Contact Name  
Local Agency Name  
Address  
City, CA Zip Code

8. The agreement of the Name set forth in this Addendum and the Agreement constitute valid, binding and enforceable agreements of the Name and all extensions of credit made pursuant to this Addendum and the Agreement to the Name will be valid and enforceable obligations of the Name in accordance with the terms of the Agreement and this Addendum. The execution of this Addendum and the performance of the obligations hereunder and under the Agreement are within the powers of the Name, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Name is a party or is bound.

The Agency's Attorney and a person in the Agency who is authorized to contract for the Agency shall sign the addendum. If counsel does not sign the addendum, U.S. Bank requires signed Certificate of Authority stating that the person signing the addendum has the authority to contract or otherwise obligate funds for the Agency (see following Certificate of Authority). A board resolution from the Agency Counsel is acceptable in place of the Certificate of Authority. The board resolution must state that the Agency wishes to participate in the CAL-Card program and it must contain the name of the individual named by the Agency as the person authorized to sign the addendum on the Agency's behalf.

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Local Agency Name

By: \_\_\_\_\_ Approved as to form:

Title: \_\_\_\_\_  
Attorney for (Local Agency Name)

Date: \_\_\_\_\_

U. S. Bank National Association (U.S. Bank)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Certificate of Authority**

The undersigned certifies that \_\_\_\_\_ (Name),

\_\_\_\_\_ (Title) is authorized by  
Agency to enter into and execute the attached Addendum on behalf of

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(**Agency**). (Legal Name of Agency)

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Signature of Secretary or Assistant Secretary

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Printed Name of Secretary or Assistant Secretary

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Signature of Individual Signing the Above Agreement

(Agency Seal, if applicable)